



REQUEST FOR PROPOSALS

Rhode Island Perinatal and Early Childhood Team

RHODE ISLAND DEPARTMENT OF HEALTH
Division of Community Health and Equity

Applications are due at:

*Rhode Island Department of Health
Attention: Kristine Campagna
Office of Family Visiting
Division of Community Health and Equity
3 Capitol Hill, Room 302
Providence, RI 02908*

by:

4:00 p.m. (EST) on Friday, April 29, 2016

Questions concerning this solicitation must be e-mailed to Kristine Campagna at the Rhode Island Department of Health (RIDOH) at Kristine.Campagna@health.ri.gov. They must be received no later than April 13, 2016. Questions should be submitted in a Microsoft Word attachment. Please reference "RFP: Maternal and Child Home Visiting Program Family Check Up" on all correspondence. Questions received, if any, will be posted on the RIDOH Website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

No other communication with State parties regarding this RFP will be permitted

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REQUEST FOR PROPOSAL

Rhode Island Tobacco Free Youth Initiative

SECTION 1: INTRODUCTION

The Rhode Island Department of Health (RIDOH), Perinatal and Early Childhood Team within the Division of Community Health and Equity's (CDHE), is soliciting proposals from qualified community-based, private, public, or non-profit organizations for work to support the expansion of the Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) to include evidence based Family Check-Up (FCU) Family visiting services, which will be provided to pregnant women and children up to age four by community-based nonprofit agencies.

A total of \$212,500 is available to fund a qualified sub-recipient to implement the work for 18 month contract. The initial contract period will be for a period of 18 months (July 1, 2016 - December 31, 2017). The 18-month period enables RIDOH to align budgets on the federal fiscal year and with existing MIECHV contracts. RIDOH reserves the right to renew awards on an annual basis for up to three (3) additional 12-month periods depending on successful performance and availability of federal funding. These Certification Standards provide interested applicants with information to assist in their preparation. Contracts may be renewed for up to three (3) additional 12-month periods based on sub-recipient performance and the availability of funds. The Scope of Work is described in Section 3 of this Request for Proposals (RFP). All applicants are required to include a verifiable ten percent (10%) in-kind match.

Instructions and Notification to Sub-recipients

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses.

INSTRUCTIONS AND NOTIFICATIONS TO SUB-RECIPIENTS:

1. Potential sub-recipients are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the sub-recipient. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement.
7. It is intended that an award pursuant to this RFP will be made to a prime sub-recipient, or prime sub-recipients in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the sub-recipient's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the sub-recipient's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Sub-recipients are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Department of Health website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful sub-recipient(s).
14. The sub-recipient should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor

that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI) , the sub-recipient hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The sub-recipient agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the sub-recipient is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.

SECTION 2: BACKGROUND

While significant gains have been made to improve the RIDOH and developmental trajectories of all children in Rhode Island, gaps in services still exist. Many Rhode Island children experience multiple risk factors for poor development including living in poverty, living in neighborhoods with high rates of crime, living in households headed by a single parent, and living with mothers who have low levels of education. Evidence shows that living with such risk factors also contributes to an increasing number of very young children who are at risk for abuse and neglect.

Goals of the Maternal, Infant and Early Childhood Home Visiting Program

The goals of the Maternal, Infant, and Early Childhood Home Visiting Program are:

1. To strengthen and improve the programs and activities carried out under Title V.
2. To improve coordination of services for at-risk communities.
3. To identify and provide comprehensive services to improve outcomes for families who reside in at-risk communities.

RIDOH receives funding to provide three-evidence based family visiting programs: Healthy Families America (HFA), Nurse-Family Partnership (NFP), and Parents as Teachers (PAT). These funds currently support family visiting services for 1100 families living in Central Falls, Cranston, Coventry East Providence, Newport Pawtucket, Providence, Woonsocket, West Warwick, and surrounding communities.

New funds received in 2015 will support the expansion of:

- The implementation of FCU for 150 families: Central Falls, Pawtucket, and Providence

Family visiting programs funded through this opportunity will work with all other family visiting programs in identified communities, and statewide, to provide comprehensive services to families at greatest risk for negative outcomes. A rigorous evaluation will also be part of the implementation of the evidence based family visiting program in Rhode Island. Agencies will address priorities around RIDOH equity, the life course, and community engagement. A key objective of MIECHV is to build a framework for education and improved RIDOH care through networking and community empowerment. A family visitor is a frontline public health worker who is a trusted member of the community served and/or has a deep understanding of that community. Because of this relationship, the family visitor is able to serve as a liaison between RIDOH and social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery.

SECTION 3: SCOPE OF WORK

3.1 Priorities for Family Visiting through the Maternal, Infant, and Early Childhood Home Visiting Program

Through the federal MIECHV Program, specific populations were highlighted as potential priority populations for family visiting. In Rhode Island, women under the age of 21, with low education and who have low incomes are prioritized to receive services. In addition, families who are in the Armed Forces or have prior involvement with the child welfare system are also given high priority. Low income is defined as on Medicaid/Rite Care or eligible for those services; low educational attainment is defined as a high school diploma or General Equivalency Diploma (GED), or less.

The funding available through the MIECHV expansion grant allows Rhode Island to increase the capacity of the MIECHV Program. Specifically, expansion grant funding will provide for 150 Family Check Up slots.

3.2 Estimates of family visiting slots per model by community

It is anticipated that the first year of the project will begin on July 1, 2016 and end on December 31, 2017. The initial award will be for 18 months, after that, the contract will be renewed on an annual basis for additional years, up to 3 years, on one year terms, pending the availability of Federal funding. The total amount of funding that is available for 150 families/slots is \$212,500 for an 18-months period.

RIDOH designated the estimated number of FCU “slots” that would be funded through expansion grant funds. Specific amounts for the FCU model/component are detailed below.

Community Specific Allocation of FCU by Community Through This Funding Opportunity

<u>Evidence Based Model</u>	<u>Number of Slots per Model*</u>	<u>Maximum Number of Agencies funded per Model</u>
Providence, Central Falls, and Pawtucket		
Family Check-Up	150	1
<ul style="list-style-type: none">• Total number of families to be served in Providence: 50• Total number of families to be served in Central Falls: 50• Total number of families to be served in Pawtucket: 50		

*A slot is a parent/child dyad.

3.3 Pregnant Women and Families Not Eligible for MIECHV services

Pregnant women and families in need of services who are not eligible to enroll in MIECHV (because they are not a targeted priority for services, the capacity of the program has been maximized, or the services will not meet the family’s needs) must be provided a referral to First Connections and/ or appropriate services within their community within 48 hours and/or 2 business days after the referral has been received and assessed by the MIECHV provider.

3.4 Timeframe for Enrollment MIECHV Programs

All MIECHV providers must enroll eligible pregnant women and families during approved enrollment ages approved by RIDOH. Agencies will be able to enroll children ages two through five (2-5) for Family Check-Up, however if additional funding becomes available RIDOH may approve expansion of the enrollment age.

3.5 Referrals

All MIECHV Program providers will coordinate with First Connections providers, MIECHV Local Implementation Teams, MIECHV Local Community Coalition members, RIDOH Health Equity Zones, Family Visiting Network members, and other identified entities in each community on referrals for pregnant women and families with young children (See Section 11.3.1 and 11.3.2 Local Community Coalitions and Local Implementation Teams).

3.5.1 Capacity to accept referrals

The certified MIECHV provider must have the technological and staffing capacity to accept referrals from multiple referral sources. The sub-recipient must have a dedicated fax or secure email system for the program to accept referrals. Capacity must include the ability for referral sources to leave confidential messages about referrals during non-business hours. The sub-recipient must also provide a phone number and clear point of contact to community referral sources and to the public. A sub-recipient must have the ability to accept phone referrals Monday through Friday during standard business hours. A sub-recipient must be able to provide family visiting services at times and dates that are convenient to the family, including nights and weekends. The schedule and hours of operation must be communicated to and approved by RIDOH. Any changes to the approved schedule and hours of operation must be communicated to RIDOH 30 days in advance, in writing. Should the capacity to make electronic referrals for pregnant women and children be developed, the certified FCU agencies will be responsible for obtaining and maintaining the technological capabilities and procedural safeguards to accept referrals electronically. The sub-recipient must be able to download these referrals daily from KIDSNET or other referral system approved by RIDOH.

3.5.2 Response to referrals

All pregnant women and families with young children referred to Family Visiting must be contacted within 48 hours and/ or two business days after the MIECHV Program provider has received the referral.

3.5.3 Referral Sources

Referrals to specific programs within the MIECHV Program will come from different sources within each community. These include, but are not limited to, RIDOH care providers, including OB-GYN providers, family RIDOH and pediatric providers, RIDOH centers and hospitals, Community RIDOH Workers, Title X clinics, housing authorities, schools, First Connections, WIC agencies, substance abuse providers, the Department of Children, Youth and Families, and RIDOH insurance plans. Within two months of award, certified MIECHV Program providers will be responsible for having a designated point of contact for each referral source. Selected agencies must participate on and work with MIECHV Local Implementation Teams to develop and document these contacts and provide proof of such (i.e. memoranda of understanding) to RIDOH.

Section 4: CLAS Language

Cultural Competence

Cultural competence is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

Limited English Proficiency

Under the authority of Title VI of the Civil Rights Act of 1964, Presidential Executive Order No. 13166 requires that recipients of federal financial assistance ensure meaningful access by persons with limited English proficiency (LEP) to their programs and activities. A 2002 report from the U.S. Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, provides guidance on uniform policies for all federal agencies to implement Executive Order No. 13166. Further, the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) issued by the Federal Office of Minority Health in 2004 outline mandates, guidelines, and a recommendation for the provision of language access services, culturally competent care, and organizational supports for cultural competence in health care settings. CLAS Standards 4-7 (see below) are mandates and address language access services that should be provided by every organization that receives federal funding, whether directly or indirectly.

Effective immediately, all sub-recipients who contract with RIDOH must perform the following tasks and provide documentation of such tasks upon request of a RIDOH employee:

1. The supports and services provided by sub-recipient shall demonstrate a commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area or target population. Such commitment includes acceptance and respect for cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services. Sub-recipient shall have an education, training and staff development plan for assuring culturally and linguistically appropriate service delivery.
2. Sub-recipient shall have a comprehensive cultural competency plan that addresses the following: 1) the identification and assessment of the cultural needs of potential and active clients served, 2) sufficient policies and procedures to reflect the sub-recipient's value and practice expectations, 3) a method of service assessment and monitoring, and 4) ongoing training to assure that staff are aware of and able to effectively implement policies.
3. Sub-recipient shall have a plan to recruit, retain and promote a diverse staff and leadership team, including Board members, representative of the demographic characteristics of the populations served.
4. Sub-recipient shall assure equal access for people with diverse cultural backgrounds and/or limited English proficiency, as outlined by the Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*. Sub-recipient shall provide language assistance services (i.e. interpretation and translation) and interpreters for the deaf and hard of hearing at no cost to the client.

National Standards for Culturally and Linguistically Appropriate Services in Health Care

Culturally Competent Care (Standards 1-3)

Standard 1

Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.

Standard 2

Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.

Standard 3

Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services (Standards 4-7)

Standard 4*

Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

Standard 5*

Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

Standard 6*

Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).

Standard 7*

Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports for Cultural Competence (Standards 8-14)

Standard 8

Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

Standard 9

Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

Standard 10

Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

Standard 11

Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

Standard 12

Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

Standard 13

Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.

Standard 14

Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

*** Mandates**

11-28-11

SECTION 5: DELIVERABLES

This document sets forth the Certification Standards for MIECHV providers. In accepting certification from RIDOH, agencies certified through MIECHV agree to comply with these Certification Standards as presently issued and/or as amended by RIDOH, with reasonable notice to providers.

Within these Certification Standards, specific program requirements, performance standards, mandated benchmarks, and expectations are identified. Sub-recipient should demonstrate the sub-recipient's understanding of the evidence based model, as well as their understanding of how they will deliver services with model fidelity, engage the communities where services are being provided, and integrate programs into an early childhood system of support for pregnant women and families within communities. Sub-recipient must include a description of the sub-recipient's capacity to carry out the program and address each required component of the standards. Sub-recipient must describe their capacity to meet the performance standards, participate in a continuous quality improvement plan and develop, implement, and maintain a plan to improve health developmental outcomes by meeting mandated MIECHV benchmarks. Sub-recipient should use the proposal evaluation criteria on pages 30-33 as a guide in developing their applications; this is the criteria on which the applications will be evaluated. Sub-recipient are required to submit a W-9 form with their applications. Sub-recipients are advised that all materials submitted to RIDOH for consideration in response to these Certification Standards may be considered to be Public Records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception.

5.1 Model Specific Certification Requirements (Additional detail in Appendix F)

A sub-recipient that becomes certified as a provider of FCU will also have to submit a separate application directly to the national program.

5.2 Certification

Certification as a MIECHV Family Visiting provider is required in order for RIDOH to provide reimbursement for services. Certification requires that Family Visiting providers adhere to these standards and performance expectations, as well as provide periodic reports to RIDOH, the national model or the Office of RIDOH and Human Services when required/necessary. These Certification Standards support the implementation of the FCU model. RIDOH will fund the certification process for two part-time (i.e., 20 hours per week) FCU clinicians to serve 150 families through one sub-recipient.

To be certified as a FCU provider, staff must attend Implementation Training workshop and complete training certification process. Once staff is FCU certified, staff must have at least two videotaped FCU feedback sessions that score 4 or higher (competent range) on each of the COACH (FCU empirically based fidelity assessment) indicators as rated by an expert. Certified FCU provider will need to recertify every 3 years and submit videotapes of one FCU session that scores 4 or higher on each of the COACH indicators as rated by an expert consultant.

FCU training workshop is a four-day workshop: 2 days in FCU and 2 days in Everyday Parenting Curriculum (see appendix G). The workshop focuses on motivational interviewing and the theory underlying development of FCU to deliver the model. Staff will learn how to assess and provide motivational feedback to families. In addition, the staff will learn how to support parents' development of evidence-based family practice. The complete training certification process is 18 months.

RIDOH may receive additional funds to implement MIECHV services and RIDOH may provide awarded sub-recipient with increased funding to provide services to an increased number of pregnant women and families with young children. Should additional funding become available to expand the scope of this project and/or other models implemented through MIECHV, awarded provider will be required to expand their programs to:

1. Collaborate with RIDOH to outreach and enroll specific target population(s) in the designated community and surrounding communities.
2. Work with RIDOH and the evidence-based models to provide services to additional pregnant women and families with young children and continue to meet the requirements of the model.

5.2.1 Possible Outcomes of Certification Review Process

Certification applications will be reviewed and scored based on the degree to which a sub-recipient demonstrates a quality program that complies with the requirements in these MIECHV Family Visiting Certification Standards.

A quality program should have sufficient certified supervisors to support implementation work of providers. The FCU model recommends 1:8 ratio. Program will need to demonstrate an integrated supervisory structure: 1) timeline for developing mastery in model is consistent with FCU certification benchmarks, 2) supervisors will need to conduct weekly group supervision (at least 1 hours), and

3) individual supervision (1 hr/week for newly trained providers and decreasing frequency with increased mastery). The program must assure that any follow-up services that are made after FCU feedback session are evidence-based and have an evidence-based protocol for monitoring clinical outcomes for clients of FCU providers.

Three (3) outcomes are possible as a result of the application review process. These are:

- ☐ Certification—no conditions
- ☐ Certification—with conditions
- ☐ No certification

As a result of the review, applications may be deemed in compliance with all requirements and be offered "Certification--no conditions". Alternatively, a sub-recipient may describe a program that meets most of the Certification Standards, but for an identified reason does not fully comply with the certification requirements at the time of application submission. In such case the sub-recipient may be offered "Certification--with conditions"; application deficiencies will be identified by the State. The sub-recipient will be required to address these deficiencies, within a timeframe determined by RIDOH, by submitting an amended proposal with specific dates for addressing deficient areas of compliance. The plan must be accepted and approved by RIDOH.

RIDOH reserves the right to accept or reject any or all sub-recipients. RIDOH reserves the right to award in whole or in part, and to act in the best interest of the State of Rhode Island. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. Proposals that do not include all of the requirements will not be considered for the specific components they are applying to provide. The Technical Review Committee will review the proposals based on the proposal criteria outlined on pages 31-33 and present written findings, including the results of all evaluations, to RIDOH based on delegated authority designation. When a final decision has been made, the successful sub-recipients will be notified.

5.3 Continued Compliance with Certification Standards

Certified MIECHV FCU providers must comply with these Certification Standards and the standards of the evidence-based model provided throughout the period of certification. Failure of RIDOH or the evidence-based model to insist on strict compliance with all Certification Standards and performance standards will not constitute a waiver of any of the provisions of these Certification Standards and shall not limit RIDOH's right to insist on such compliance. RIDOH will monitor and evaluate awarded providers for compliance with Rhode Island laws and regulations, as well as these Standards. For purposes of quality assurance reviews, certified, and provisionally certified providers will provide access to appropriate personnel and written records requested by RIDOH and/or its agents at reasonable times. All supervisors and direct services staff will be required to maintain a professional development plan, to be shared with RIDOH, including any proof of certifications, trainings, and course completions.

Once sub-recipient is certified, RIDOH and the national evidence based models will monitor the performance of certified providers and their continued compliance with requirements. Certified providers are required to notify RIDOH and the model, if appropriate, of any material changes in their organization's circumstances or in program operations within 30 days of the changes. On the basis of ongoing monitoring, including review of required reports submitted by certified providers, RIDOH staff and the model may identify deficiencies in performance and/or compliance with certification requirements. Based on such review and related communications, Certification status may be modified to Certification with Conditions.

At least once every year from the original date of certification, RIDOH will complete an on-site review of currently certified providers to assure continued compliance with Certification Standards and compliance with standards of practice, data requirements, the Continuous Quality Improvement plan, and evaluation activities. The national model(s) will work with sites providing services to ensure model fidelity. Throughout the duration of the Certification Standards, agencies must maintain compliance with national evidence model requirements. The certified site will need to recertify every 5 years.

RIDOH reserves the right to apply a range of sanctions to providers that fall out of compliance for any reason.

These may include:

- 1) Change of certification status to certification with conditions.
- 2) Referral of eligible pregnant women, children and their families to another similar service, including First Connections.
- 3) Referral to appropriate legal authorities.

5.3.1 Conditional Certification

As a result of its review activities, RIDOH and the evidence based models may identify deficiencies wherein a provider is not in satisfactory compliance with the certification, performance standards, or model fidelity standards. In such an instance, RIDOH will notify the provider in writing of deficiencies, work with the sub-recipient to provide a corrective action plan acceptable to RIDOH and set forth a period of time within which the provider must come into compliance. The corrective action plan must include specific steps to be taken to come into compliance and defined dates for achievement of those steps. The length of the period set to come into compliance and to have a corrective action plan accepted by RIDOH will depend on the specific circumstances. Under no circumstances will the period exceed thirty (30) days from the date of notification of deficiency.

In the absence of a plan acceptable to RIDOH and/ or the national evidence models, or in the event of failure to meet the timelines in the corrective action plan, RIDOH retains the right to change the certification status of the provider to conditional. Conditional Certification will remain in effect until RIDOH determines that there is satisfactory resolution of deficiencies. The duration of Conditional Certification status shall not exceed two months, at which point continued non-compliance with requirements should result in revocation of certification. The foregoing represents RIDOH's preference to engage in constructive remedial activity where deficiencies may be present, but does not limit RIDOH's rights to revoke certification of a provider in the event of non-compliance and failure to take responsive action to address deficiencies.

5.4 RIDOH Responsibilities

RIDOH has the responsibility to inform appropriate State agencies and the federal government of any instances of fraud, suspected fraud or misuse of funds, including Medicaid funds, and professional misconduct.

Rhode Island MIECHV FCU providers are obligated to comply with all applicable state and federal rules and regulations. Certified providers agree to comply with provider and specific model requirements. RIDOH reserves the right to amend MIECHV Program requirements periodically, with reasonable notice to certified providers.

SECTION 6: ELIGIBILITY REQUIREMENTS

To be eligible to provide evidence-based family visiting services through MIECHV and receive reimbursement for FCU, the provider must be certified by the RIDOH. RIDOH, with the national developers of FCU has defined a set of standards for programs and agencies to provide services. These standards are both specific to the model and state requirements, to ensure compliance with specific model fidelity, federal and state regulations, and to ensure the provision of quality services to pregnant women and families with young children in the selected communities. This certification process and the issuance of these Certification Standards provide the basis for RIDOH's determination of agencies that can provide FCU. These Certification Standards establish the procedures and requirements for the MIECHV Program, as administered by RIDOH. These Certification Standards provide potential sub-recipients, service providers, and other interested parties with a full description of MIECHV FCU, including guidance related to certification requirements, methods for application, and evaluation requirements. Satisfactory compliance with these standards must be demonstrated and maintained for certification; continuing compliance is required in order to maintain full certification status.

RIDOH will certify up to one sub-recipient to provide FCU services to 150 families with young children ages birth to five in Central Falls, Pawtucket, and Providence. Only community-based, public or non-profit agencies in good standing with the federal government and the state of Rhode Island may submit an application for certification standards status. If additional funding becomes available RIDOH may approve expansion of the enrollment age.

The sub-recipient selected as a result of this request will be responsible to the Project Director of Rhode Island Family Visiting. The scope of the work may be modified by RIDOH prior to beginning work on a given task. To ensure compliance, RIDOH shall regularly monitor the activities under this contract. The contractor must provide access to any and all materials relevant to the evaluation and monitoring activities and requirements described herein. The contractor will be responsible for supervision, performance and adherence to contractual language of all its subcontractors. The State will retain total discretion of all administrative decisions regarding the management and billing of and/or receipt of payments for services rendered. The contractor must have sufficient liability insurance coverage and/or be bonded.

All MIECHV providers must be able to demonstrate capacity regarding organizational and administrative structure to support the program. These requirements pertain to areas such as incorporation, management of administrative and financial systems, human resource management, information management, quality assurance/performance measures, and others. State requirements in these areas are consistent with the types of expectations or standards which would be set forth and surveyed by health care accrediting bodies and which are generally held to be critical to effective, consistent, high quality organizational performance, and care provision. These requirements are in addition to the standards and requirements of the national model.

6.1 Administration

Specific standards regarding administration are as follows:

- 1) The Executive Officer, under supervision of the governing body, is responsible for financial management, achieving program outcomes, meeting client needs, and implementing the governing body's strategic goals.
- 2) A current organizational chart, which clearly defines lines of authority within the organization, is maintained and provided as part of the certification application. These charts are also necessary for FCU.
- 3) The management of the organization is involved in the planning process for performance improvement and the evaluation and is involved in planning for priorities and setting goals and objectives for the written Quality Assurance/Performance Improvement and Continuous Quality Improvement plans.

6.2 Financial Systems

The organization must have a strong fiscal management foundation that makes it possible to provide the highest level of service to pregnant women and families with young children. Fiscal management is conducted in a way that supports the organization's mission, values, goals, and objectives in accordance with responsible business practices and regulatory requirements. The organization must be able to obtain relevant data, process and report on it in meaningful ways, and analyze and draw meaningful conclusions from it. Managers must use financial data to design budgets that match the constraints of the organization's resources, and provide ongoing information to aid the governing body in managing and improving services. Therefore, the financial managers must have the ability to integrate data from all of the client and financial accounting systems (e.g., general ledger, Medicaid and commercial insurance billing and appointment scheduling). Data must also be utilized to make projections for planning and budgeting purposes.

6.3 RIDOH and Safety, Risk Management

The certified MIECHV provider supports an environment that promotes optimal safety and reduces unnecessary risk for pregnant women, families with young children, family members and staff. The service delivery models of the MIECHV Family Visiting Program call for specific policies and procedures to assure that services are provided in a safe and effective manner for both the family and the staff.

Standards regarding RIDOH, Safety, and Risk Management are as follows and must be explained in the application to become certified:

- 1) The organization's policies and procedures designate managers who monitor implementation of Health and Safety policies and report to the Quality Assurance Performance Improvement Program Committee.
- 2) The organization has protocols for identification and monitoring of safety risks, staff and family communication, family crises, medical emergencies and difficult situations.
- 3) The organization has health and safety policies and procedures that are clearly communicated to sub-recipient staff, visitors, and infants and toddlers and their families.
- 4) The organization has an effective incident review process.
- 5) The organization follows OSHA guidelines.
- 6) The organization follows all Federal and State mandates.
- 7) The organization will follow any health, safety and risk management policies required by the national model.

SECTION 7: ADMINISTRATIVE INFORMATION

Questions concerning this solicitation must be e-mailed to Kristine Campagna at the Rhode Island Department of Health (RIDOH) at Kristine.Campagna@health.ri.gov no later than April 13, 2016. All questions and answers will be posted on RIDOH's website at <http://www.HEALTH.ri.gov/rfp/> as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. No other communication with State parties regarding this RFP will be permitted.

SECTION 8: PROPOSAL SUBMISSION

Sub-recipients **must submit applications for certification to RIDOH by 4:00 pm on**, Friday, April 29, 2016. Please submit one original and 5 copies of the application to:

All sub-recipients must submit their proposals on or before the date and time listed on the cover page of this solicitation. Proposals **(an original plus five [5] copies)** should be mailed or hand-delivered in a sealed envelope marked **"RFP –Maternal, Infant and Early Childhood Home Visiting Family Check-Up"** to:

Kristine Campagna
Office of Family Visiting
Division of Community, Health and Equity
Rhode Island Department of Health, Room 302
Providence, Rhode Island 02908
Phone: (401) 222-5949
Kristine.Campagna@health.ri.gov

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Rhode Island Department of Health by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to RIDOH will not be considered.

The proposal must be typed, 12 Times Roman or an equivalent font, English, double-spaced, paginated, 1-inch margins, one-sided, and submitted in the proper sequence. Proposals should not exceed 70 pages, excluding the Proposal Checklist, Sub-recipient Information Page, Cover Letter, Budget, Budget Narrative, and other Attachments.

Providers will be notified of their certification standards status when the review is complete. Sub-recipients should anticipate a minimum of six weeks for the review process. The State reserves the right to amend the Certification Standards with reasonable notice to participating certified providers and other interested parties. Once certified, agencies will be expected to reapply for certification through RIDOH every three years. All MIECHV sub-recipients will be evaluated on the basis of written materials submitted to RIDOH in accordance with the Certification Standards. RIDOH reserves the right to conduct on-site reviews and to seek additional clarifications prior to final scoring.

PROPOSAL CHECKLIST (1 page)

Include the checklist found in Appendix A to ensure your sub-recipient submits all the required documents.

SUB-RECIPIENT INFORMATION PAGE (1 page)

Include the Sub-recipient information Page on Appendix B to provide information about your sub-recipient and contact person.

COVER LETTER (1 page)

The sub-recipient must include a signed cover letter on official organization letterhead from an agent who is

authorized to sign contracts on behalf of the sub-recipient.

SUB-RECIPIENT DESCRIPTION (up to 2 pages)

In this section, the sub-recipient should explain why their organization/practice is an appropriate choice to implement the project services. Also, provide a detailed description of the organization/practice as follows: Capability, Capacity and Qualifications of the Sub-recipient – sub-recipients must be community-based, private, public, or non-profit agencies who are in good standing with the federal government. Sub-recipients for this grant must be certified by the RIDOH.

PROJECT NARRATIVE (up to 8 pages)

The information contained in this section will be heavily considered during the evaluation and selection of sub-recipients. Requested information should address the contract period of July 1, 2016 – December 31, 2017 and cover the elements outlined below.

SECTION 9: PROJECT ADMINISTRATION AND STAFFING

The organization must demonstrate that it provides clear information to staff about job requirements and performance expectations, and supports continuing education, relevant to the job requirements of the individual. It must also demonstrate that it assists staff in maintaining and documenting required professional development.

Specific standards regarding Human Resources and Staffing are as follows, and must be explained in the application to become certified:

- 1) The organization's personnel practices must contribute to the effective performance of staff by maintaining sufficient staffing ratios through direct hiring of qualified individuals and agencies that are culturally and linguistically competent to perform clearly defined jobs and address MIECHV Program needs. The organization's personnel practices must be maintained to meet the specific staffing requirements, including but not limited to staff to supervisor ratios and caseload limits per evidence-based model requirements.
- 2) Personnel records are kept that contain a checklist to track appropriate training, credentialing, and other activities. A copy of all required current staff licenses and certifications must be kept on file. A professional development plan must also be kept on file for each staff member. RIDOH is permitted to view these files upon request.
- 3) Certified MIECHV providers must perform annual written performance appraisals of staff based on input from families and supervisors, as appropriate. These must be available in the personnel files for review by RIDOH upon request. National models may have additional requests and/ or requirements that certified agencies must adhere to.
- 4) Policies and procedures contain staff requirements for cultural competency that are reflected in the job descriptions.
- 5) Staff is hired with skills, credentials, education, and experience that match the requirements set forth in both the appropriate job description and in the policies and procedures per each specific evidence based model(s) provided by the sub-recipient. Any position for which at least 25% of the position is supported with MIECHV funds must be approved by RIDOH prior to the sub-recipient's offering a position to an individual. As appropriate, RIDOH may participate in the interview process with awarded agencies.
- 6) Each staff's personnel file contains a job title and description reflecting approved education, experience and other requirements, caseload expectations, supervisory and reporting relationships, and annual continuing education and training requirements. All job descriptions include standards of expected

performance and personnel development plans. Each direct service staff's personnel file must contain documented answers to specific interview questions provided by the model and RIDOH. As appropriate, RIDOH may require awarded agencies to ask specific interview questions.

- 7) The organization provides a clear supervisory structure that includes delineated responsibilities and caseloads as appropriate per the requirements of FCU services provided by the certified MIECHV sub-recipient. The roles of staff are defined with a clear scope of practice for each. Supervisors receive specialized training and coaching from national models to develop their capacities to function as experts in their clinical and/or technical fields. The organization holds supervisors accountable for communicating organizational goals, as well as for clinical and technical supervision. This includes:
 - a) Protocols for communication and coordination with all interested parties.
 - b) Clear procedures for addressing unmet education or licensure requirements will be stated. Credentialing records will be maintained annually to document compliance. All staff are required to maintain professional development plans.
- 8) Credentials of qualified personnel are in accordance with Rhode Island's licensing requirements and shall be contained in the job descriptions. An individual hired into a position has his or her credentials verified through primary source verification, as appropriate, and records maintained in the staff's personnel file.
- 9) Staff is required to participate in orientation and training activities on an ongoing basis, as specified by RIDOH, the model, the provider sub-recipient, and individual job descriptions.
- 10) Staff is required to undergo and pass a Criminal Background Check as a condition of their hire and before providing any services. Staff already employed by an sub-recipient that has not already had a Criminal Background Check must complete one. Criminal Background Check documentation for all staff must be kept in the personnel records.

9.1 General Qualifications

The MIECHV provider shall have policies and procedures in place for all employees consistent with RIDOH certification. This requires that:

Licensed and certified professionals conform to continuing education requirements specified by their respective credentialing bodies:

- 1) Educational backgrounds and experience align with position qualifications
- 2) Appropriate competency training, sub-recipient orientation sessions and specific model and curriculum trainings are completed.
- 3) Recent employment experience is relevant for target population
- 4) Employment background checks, Background Criminal Investigations (BCIs) and Child Abuse Notification and Tracking System (CANTS) are performed for all potential employees.

9.2 Specific Staff Qualifications by Evidence Based Program Model

All qualified professionals providing MIECHV services, whether employed on a full-time or part-time basis are required to have at least a master's level professionals (MSW, MS, MA, and M.Ed.) with some clinical experience. Only those professionals that hold such certificates, licenses, or registrations and meet the highest requirements in the State applicable to a specific profession or discipline may be considered qualified professionals. This documentation may be checked during site reviews by RIDOH.

9.3 Supervision

MIECHV Family Visiting providers must demonstrate the capacity to provide and document the specific supervision requirements of Family Check Up Supervisors must be FCU (see section 5.1) and EPC (see appendix G) certified.

Supervisors must demonstrate competency in using the COACH fidelity rating system on two selected FCU and one EPC session selected by the FCU/EDP implementation team, as well as in using the COACH fidelity rating system on video tapes of one FCU and one EPC session delivered by providers at his/her program. Supervisors will need to submit a plan for service provider team at site and training materials on a yearly basis. The plan and training materials may be requested by RIDO at any time. All program supervisors must use reflective supervision practices. Supervisors and program managers (if applicable) must attend all required model and curriculum specific trainings. Supervisors and/ or program managers are required to attend monthly Local Implementation Team meetings, Local Community Coalition meetings, and other meetings related to MIECHV as well as participate in the Family Visiting Network.

Supervisors are required to recertify every 3 years and requires: 1) reliability using the COACH fidelity rating system on one FCU and one EPC session selected by FCU implementation team, 2) reliability on one FCU and one EPC session selected by supervisor and delivered by provider at his/her site, and 3) a videotape of a group supervision session at the site is submitted for review and ratings assessing fidelity to the FCU supervision model are competent.

9.4 Additional Staffing Structure

The work of all certified MIECHV staff must be systematically organized with clear roles, reporting relationships, and supervision. **If the sub-recipient is a multi-service organization, the sub-recipient must illustrate how MIECHV services and the model fit into the organization as a whole.** RIDO will work with certified providers to provide job descriptions specific to each position within the model.

Job descriptions must address the following areas:

1. Functional tasks and responsibilities
2. Required skills, training, and experience
3. Licensure or certification qualifications, when applicable
4. Reporting relationships
5. Percentage of time dedicated to program

It is the responsibility of a certified MIECHV provider to conform to certification requirements regarding staff credentials, training, personnel management, and guidelines. Certified MIECHV providers must demonstrate acceptable staffing ratios per the national model. Additionally, documentation of relevant education, qualifications, and experience of staff and contracted providers must be maintained at certified provider sites for review by RIDO and/ or national model.

SECTION 10: PROVIDER ORIENTATION AND TRAINING

All certified MIECHV staff is required to participate in the mandatory model training and curriculum requirements for FCU.

10.1 Family Visiting Network

RIDO will maintain a Family Visiting Network. All staff providing family visiting services to pregnant women or families with young children, regardless of their program affiliation, will be invited to participate in the Family Visiting Network. All direct service staff and supervisors providing MIECHV services will be required to participate in the Family Visiting Network. RIDO and its partners will support multi-disciplinary training for family visitors through the Family Visiting Network. See Section 11.3.4.

10.2 Core Competencies for all Family Visitors

All family visitors in programs supported through RIDO will be required to meet core competencies in subject areas identified by RIDO and its partners. Some subject areas are covered in individual model trainings and will

be supported by RIDOH and the agencies providing services. All family visitors providing MIECHV services must receive training and be competent in the following subject areas:

- Maternal prenatal and postpartum care
- Infant care
- Healthy Homes
- Child development
- Family and Community Engagement
- Breastfeeding/Nutrition/WIC
- HIPAA, ethics and confidentiality
- Training in behavioral RIDOH, inclusive of mental RIDOH and substance abuse, domestic abuse and interpersonal violence, with comprehensive training in the current screening tools for depression and substance abuse
- Referrals and linkages to programs at statewide and community levels that will support families in reaching the goals they have set for themselves and mitigating their risk for poor outcomes
- Identification of risk factors for child abuse and neglect, mandatory reporting laws for children, elders and those with disabilities
- Motivational interviewing
- Toxic Stress
- Using a Life Course approach and health equity
- Providing culturally appropriate services that reflect the demographics of the State and the specific communities where services are provided
- Culturally and Linguistically Appropriate Services (CLAS) standards
- Reflective supervision (Supervisors)

If national models do not provide training within their requirements, RIDOH will ensure that family visitors can access training. Should the need for additional core competencies arise, family visitors will be required to become competent in the identified subject areas.

10.3 Professional Development

All MIECHV providers must complete professional development plans and/ or number of hours of training required by the national models. Family visitors and supervisors will be required to maintain a detailed professional development plan, including dates of completed training and professional development hours, and provide copies of the plans to RIDOH as requested.

SECTION 11: MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM REQUIREMENTS

Family Check Up is a distinct evidence-based family visiting model that strive to improve maternal and child RIDOH outcomes. Models have their own prescribed method of providing services and all models must be implemented with fidelity.

11.1 Model fidelity

Model fidelity in evidence-based family visiting refers to the prescribed replication of services. National models and related curricula are to be implemented with strict conformity to the standards established by the national models and curriculum. MIECHV providers will be required to participate in regular fidelity team meetings with RIDOH staff to ensure that the model being implemented by a sub-recipient is implemented with fidelity.

11.2 Maternal, Infant and Early Childhood Home Visiting Program Required Assessment Tools

Through the MIECHV Program, certified providers will be required to use specific standardized tools to assess and provide data for program evaluation, continuous quality improvement, RIDOH-related data, and mandated

benchmarks. All certified MIECHV Program providers are required to use these tools, in addition to other model specific tools that may be required at specific time periods as mandated by RIDOH and/ or the specific models. RIDOH will work with certified providers to provide these tools directly to agencies. Any changes in the use of these tools or additional tools will be communicated with certified MIECHV providers.

Required tools include:

- Ages and Stages Questionnaire (ASQ-3)
- Ages and Stages Questionnaire: Social Emotional (ASQ:SE)
- Alcohol Use Disorders Identification Test (AUDIT)
- Drug Abuse Screening Test (DAST-10)
- Patient RIDOH Questionnaire-9 (PHQ-9)
- HOME Observation for Measurement of the Environment Inventory (HOME)

Additional details on the above listed tools can be found in Appendix H.

11.3 Required Components of Maternal and Child Family Visiting Program

Through the MIECHV Program, an infrastructure for evidence-based maternal and child family visiting programs has been developed. This infrastructure has been developed to ensure that there is a comprehensive and coordinated system of family visiting services along a continuum of need for all families. All certified MIECHV providers will be required to participate in specific parts of the MIECHV Program infrastructure.

In communities there are local coalitions/groups that meet, the following are examples of these, and agencies are expected to describe how they will participate in each of these groups

11.3.1 RIDOH Health Equity Zones. Agencies certified to provide home visiting will also be expected to coordinate and collaborate with RIDOH Equity Zones if these are being funded in a specific community.

<http://www.health.ri.gov/projects/healthequityzones/>

11.3.2 Local Implementation Teams (LITs): LITs were established to create a standardized, centralized, identification and referral system that can be used by each community to identify and refer pregnant women and families with young children to MIECHV services and/or other programs in the community designed to meet their needs.

11.3.3 Family Visiting Network (HVN): The HVN was established to create cross-model culturally competent program standards and core competencies to ensure that all family visitors and supervisors (not just those that are MIECHV-funded) have adequate training, education, and support.

11.3.4 Family Visiting Managers Team: The Family Visiting Managers Team (FVMT) addresses the administrative and policy processes involved with the development of a system of family visiting services, which describes services by their anticipated outcomes, service strategy (intensity and level of professional) and eligibility criteria (most appropriate fit), that is supported by policies and programs that are coordinated and consistent.

11.3.5 Model Teams: Model Teams were established to ensure that Rhode Island's MIECHV evidence based -funded implementing agencies are meeting evidence-based model requirements. The Teams are made up of representatives of RIDOH, supervisors, and when appropriate, family visitors.

11.4 Community Collaboration

The MIECHV Program seeks to provide services to eligible pregnant women and families with young children in the previously noted designated and surrounding communities. MIECHV recognizes that enhanced service coordination in surrounding communities in each community's region, as well as program linkages, are critical to meeting the needs of participants. All certified MIECHV providers must demonstrate the capacity to serve both the specific community or communities and form partnerships and opportunities for collaboration in the surrounding region. All MIECHV providers will be required to have Memoranda of Understanding with specific service provider types in their communities and/ or region with clear points of contact and provide proof of such to RIDOH.

Specific provider types include, but are not limited to:

- Primary health care providers
- Obstetricians and gynecologists
- Pediatricians
- Early Intervention providers
- Domestic violence service providers
- Alcohol and illicit drug treatment providers
- Tobacco cessation providers
- Mental health service providers
- Education providers
- Health insurance plans
- Local Department of Human Services office
- Local WIC sites
- Local housing authorities
- Other family visiting programs, including First Connections

Applications must provide evidence of existing Memoranda of Understanding. MIECHV providers will be expected to increase the number of Memoranda of Understanding as a mandated MIECHV benchmark.

Building community networks often involves interacting with other community agencies or organizations around community issues, ideas, or projects that are not directly related to an individual child and thus are not directly billable. As participation in such interactions ultimately benefits pregnant women and families with young children, MIECHV providers have a responsibility to engage in community activities. Certified MIECHV Program providers are responsible for developing and maintaining knowledge of community supports and assisting families in accessing them. Evidence of community coordination with other local agencies will be expected and will be favorably factored into the scoring process. Successful sub-recipients will describe current community partnerships and collaborations as well as how these collaborations support families and how the sub-recipient currently integrates its services with other agencies that serve children and families.

11.5 Outreach and Engagement

Outreach should be local, systematic, family-centered, community-based, and be coordinated with other MIECHV provider outreach efforts. The sub-recipient must be prepared to conduct integrated outreach activities that offer eligible families with information on all family visiting programs (NFP, HFA, PAT, FCU, First Connections, Youth Success, etc.) and allow the family to choose the program that best fits its needs. Outreach and engagement includes communication with the general population, primary referral sources, pregnant women, and families with young children for the purpose of raising their understanding of the community supports and services available to all eligible families. The goal of outreach and engagement is to increase awareness of the Rhode Island's family visiting programs, increase community engagement in Rhode Island's family visiting programs, and develop referral pathways for children and families that would potentially benefit from evidence-based family visiting programs.

11.5.1 Outreach Plan

The agencies awarded contracts for MIECHV will be expected to submit a detailed outreach plan, within 60 days of notification of certification. All activities need to be developed and coordinated within the parameters of the evidence-based model's service delivery plan. The plan should include:

- A protocol for contacting a family for the first time, including the type of professional who will make the initial contact, consistent with each evidence based model's standards and fidelity requirements.
- How the sub-recipient plans to meet the needs of families from different cultural backgrounds.
- How the certified provider plans to locate and meet the needs of pregnant women and families with multiple risk factors (for example, how they would contact a family without a telephone, or one that speaks a language other than English or Spanish).
- How the certified provider will work with the RIDOH and other MIECHV providers to provide effective, targeted, and appropriate outreach.
- How the sub-recipient will participate in community activities. Agencies must provide documentation that they have participated in local community events.
- How the sub-recipient will provide information in appropriate languages regarding the specific evidence-based models and/ or MIECHV programs. See Section 14, Marketing Promotions and Forms for additional details.
- How the sub-recipient will incorporate use of technology such as social media and texting to engage and retain families.

SECTION 12: DATA SYSTEMS AND ENTERING DATA

All certified MIECHV providers will be required to input program and visit data into an electronic data system approved by RIDOH, within specified timeframes. Providers must demonstrate that they have the current technology and capability to support the required data entry and describe their infrastructure and information technology support within their organization.

12.1 Efforts to Outcomes (ETO™)

Certified MIECHV providers will be expected to record data collected at every family visit and at specific times per RIDOH and the evidence-based models. FCU must demonstrate the capacity to enter this data directly into the designated MIECHV Program database module of Efforts to Outcomes (ETO™) in the timeframe prescribed by RIDOH and the models. Documentation of family visits must be entered within 24 to 48 hours or two business days after the family visit.

12.2 KIDSNET

Agencies will be expected to have the capacity to use KIDSNET to track outcomes not captured in ETO™.

KIDSNET is an integrated child RIDOH data system at RIDOH. KIDSNET has several components including:

- 1) An electronic automated, real-time tracking, and follow-up system which links several RIDOH programs (Universal Newborn Metabolic, Hearing, Developmental Screening; First Connections; Immunization; Lead; Poisoning Screening; Early Intervention; and WIC);
- 2) Access for physicians and other authorized public RIDOH programs to screening test results, program enrollment, and other selected public RIDOH information such as immunization records;
- 3) Systematic coordination of follow-up response for all children in need of RIDOH services.

KIDSNET creates a child profile allowing RIDOH programs and primary care providers and other approved users to obtain information about preventive public RIDOH services received by the family. RIDOH will train staff at the certified MIECHV agencies to use KIDSNET. As RIDOH moves toward electronic data exchange, certified MIECHV providers will be expected to participate in this electronic data exchange and show capacity to enhance their technology to meet the needs of the MIECHV program.

The MIECHV Program uses data to inform the performance, stability, and quality of services provided to pregnant women and families with young children. Agencies applying to provide services must demonstrate the capacity to:

- 1) Utilize the most current version of the data system as prescribed by RIDOH.
- 2) Maintain a written plan for information management which includes: client record-keeping policies and procedures; confidentiality policies and procedures; and record security policies and procedures. The plan provides for the timely and accurate collection of data and sets forth a reporting schedule.
- 3) Ensure that its information management systems are protected from unauthorized outside access and meet all applicable HIPAA regulatory requirements.
- 4) Plan and design information management processes to meet the organization's internal and external reporting and tracking needs that are appropriate to its size and complexity. Mechanisms must exist to share and disseminate information both internally and externally.
- 5) The organization has written policies and procedures regarding confidentiality, informed consent, security, integrity of information, and has mechanisms to safeguard records and information against loss, destruction, and unauthorized access or disclosure. The sub-recipient should demonstrate:
 - i. It maintains signed releases for confidentiality and sharing of information.
 - ii. It maintains signed informed consent for services.
 - iii. It maintains Memorandum of Agreement where necessary.
 - iv. It has policies and procedures in place to safeguard administrative records, clinical records, and electronic records.
 - v. Electronic records are backed up, transmitted data is encrypted and secure, and access is password protected.

RIDOH may request additional reports, documentation, and site visits as necessary to monitor compliance with these certification standards and services provided by the certified MIECHV provider.

SECTION 13: PERFORMANCE MEASURES

The MIECHV Program includes a detailed Continuous Quality Improvement Plan (CQI), strong performance measures (including legislatively mandated benchmarks) and a comprehensive evaluation. In addition, FCU have distinct performance measures that must be achieved by each implementing sub-recipient. See Appendix I for a list of Rhode Island's approved MIECHV benchmarks.

13.1 Continuous Quality Improvement Plan

Rhode Island will use CQI methods in the MIECHV Program. Incorporating CQI into the family visiting infrastructure will result in more effective program implementation and improve outcomes. Through the collection and regular use of data, Rhode Island's family visiting programs can identify and address impediments to effective performance, as well as document changes and improvements.

Sub-recipients must submit a description of their proposed, sub-recipient-specific, CQI Plan with their application. All certified MIECHV providers will also be required to participate in the RIDOH CQI Program. Successful sub-recipients must demonstrate their ability and their experience to affect change using CQI in their programs and services. Sub-recipients should describe their experience with monitoring performance using program data to assess and enhance program quality and management and how they support staff to use program data to improve practice results. Through training and monitoring, RIDOH will ensure data safety, monitor the privacy of data and utilize administrative procedures that do not place individuals at risk of harm and comply with applicable

regulations related to the Institutional Review Board (IRB), the Health Insurance Portability and Accountability Act (HIPPA) and the Family Education Rights & Privacy Act (FERPA). Training related to data privacy, using data appropriately, HIPPA, and FERPA will be required as a core competency for all MIECHV Program staff.

13.2 Mandated benchmarks

In the MIECHV Program included in the Affordable Care Act, 38 constructs among six distinct benchmark areas were identified for states to develop related process and outcome measures that they will use to demonstrate progress toward improving outcomes. RIDOH and its partners have developed Rhode Island specific constructs within each of the six benchmark areas. The RIDOH Resources and Services Administration (HRSA), the federal funding sub-recipient, requires that data be collected across all benchmark areas.

The six benchmark areas are:

- Maternal and Newborn RIDOH
- Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits
- School Readiness and Achievement
- Domestic Violence
- Family Economic Self-Sufficiency
- Coordination and Referrals for Other Community Resources and Supports

The measures proposed are developmentally appropriate measures for the corresponding constructs and appropriate for use with the populations served by the MIECHV Program. To measure progress towards intended outcomes, information to assess every construct will be collected at time of enrollment, during enrollment, at one year post enrollment and/ or at time of discharge from Family Check-Up, as well as other specific time points as designated by RIDOH. Benchmark related data will be reported using specific forms required by RIDOH and/ or Family Check-Up. MIECHV programs are required to demonstrate improvement in at least 4 of the 6 areas. A report demonstrating these improvements must be submitted to the Secretary of RIDOH and Human Services (HHS) no later than 30 days after the 3rd year of the program.

In addition to the data collected for the benchmarks, certified providers must collect individual-level demographic and service utilization data on the participants in their program to analyze and understand progress made by children and families. Certified MIECHV agencies are required to use the current standards for federal reporting on language and disability status and the data collection standards for race, ethnicity, sex, language, and disability status. This data includes, but is not limited to:

- Family's participation rate in the family visiting model
- Demographic information for participant children, pregnant women, expectant father, parents, or primary caregivers receiving family visiting services, including child's age and gender, age of all at each data collection point and racial and ethnic background of all participants in the family
- Participant child's exposure to language other than English
- Family socioeconomic indicators

All data will be entered and stored in the designated data systems for the program. Certified agencies must demonstrate the capacity to enter data directly into the designated MIECHV Program database module in the timeframe prescribed by the national models and RIDOH.

13.3 Model Specific Performance Measures

FCU have specific model measures that must be adhered to by the agencies implementing the model. All MIECHV providers will be required to meet the specific performance measurement requirements of the model they are implementing per model fidelity requirements.

SECTION 14: MARKETING, PROMOTION AND FORMS

Any information disseminated about family visiting reflects on RIDOH and must be approved by RIDOH prior to dissemination. Public health messages produced should communicate the MIECHV Program goals, values, and priorities. Within RIDOH, the Center for Public Health Communication (CPHC) provides strategic guidance and assistance in developing program communications and helps ensure that messages and tone are aligned with RIDOH priorities and communication guidelines.

Examples of materials that should follow these guidelines include, but are not limited to: flyers, posters, brochures, data books, invitations, banners, postcards, reports, forms, newsletters, advisories, advertisements (print, radio, and TV), letters for the public requiring the Director of RIDOH's signature, public health campaign materials, press releases, legislative materials, interviews, articles, and all materials and content posted on RIDOH's website. All communications bearing RIDOH's logo that will be disseminated via outside partners or networks, including certified MIECHV Program providers, are also included in these policies and procedures. Anything with RIDOH's logo must be approved by RIDOH before printing. The source of funding should be listed on materials.

14.1 Sub-recipient website content, brochures and promotional materials

All certified MIECHV Program providers are to maintain information about the MIECHV Program and the specific model provided by the sub-recipient on the sub-recipient's website. RIDOH will provide all related content to agencies to post on their website and all content must be approved by RIDOH prior to being posted on the website.

14.2 Translating Materials

Certified MIECHV providers must work with RIDOH and the CPHC to coordinate all translations of materials. A translation coordinator within CPHC will act as the liaison between the MIECHV Program and translators/reviewers.

14.3 Evidence based model requirements

National models have policies for use of their name and logos that are to be followed by all approved FCU providers. Federal copyright laws apply to all copyrighted materials.

14.4 Outreach Materials

All certified MIECHV providers are required to have an outreach plan in the communities where services are provided. Agencies may use outreach materials, such as door hangers, magnets and related items to support outreach efforts. Before outreach materials are purchased, approval from RIDOH is required.

14.5 Transportation for families

In the event that pregnant women and families participating in family visiting require transportation for services of a time sensitive nature (outside of medical emergency services), such as Newborn Bloodspot Repeat Specimen testing, certified MIECHV providers must have a plan in place to provide transportation services through a cab company or similar service. Funds to provide transportation to pregnant women and families must use as payer-of-last resort funds. A payer-of-last resort is an entity that pays for services after other programs have been paid. For instance, Rite Care provides its members with transportation to routine medical appointments. As a result, MIECHV funds should not be used to provide Rite Care members with transportation to routine medical appointments.

14.6 Forms used in the Maternal, Infant and Early Childhood Home Visiting Program

RIDOH and/or the national models will provide the necessary data forms for the implementation of the MIECHV Program. These forms may not be changed without the prior written approval of RIDOH and/or national models.

14.7 RIDOH's Distribution Center

Some materials and forms that support the implementation of the MIECHV Program will be available through the Distribution Center at RIDOH. MIECHV providers may order materials from the RIDOH website at no cost

SECTION 15: ASSURANCES

RIDOH, as the lead sub-recipient for the MIECHV Program in Rhode Island, is responsible for the implementation, fiscal reporting and overall operation of the MIECHV program in Rhode Island. Awards made from these Certification Standards are conditional based on approval from the evidence-based FCU model. Certified MIECHV providers will be required to work with RIDOH and its designated partners on MIECHV and the specific models within the program

Section 16: BUDGET AND BUDGET NARRATIVE

16.1 Project Budget

The project budget is a listing of all project expenses. Please refer to the Sample Budget Worksheet (Appendix D) to prepare the financial budget. Please include your sub-recipient required, verifiable ten-percent in-kind match in your financial budget.

The project budget describes in detail the expenses of the program and consists of a financial budget and a budget narrative. The total cost of the FCU Initiative is not to exceed \$212,500 per sub-recipient over the 18-month period for Year 1 beginning approximately July 1, 2016 – December 31, 2017. All sub-recipient agencies are required to include a verifiable ten percent (10%) in-kind match. In the Project Budget and Budget Narrative (Appendix D), provide details (breakdown) for each proposed expense as listed below in Allowable Expenses for Year One. Submit a Project Budget and a Budget Narrative for an 18-month period.

Funding allocations for this project is based on federal and state fiscal year 2017 and 2018 funding levels. All allocations and subsequent awards within the project period are estimated. Actual total awards and individual contract funding levels may vary from that listed, or funding may be withdrawn completely, depending on availability of federal and state funding, and as directed by the Health Resources & Services Administration (HRSA).

Sub-recipients are also required to discuss future sources of program funding within their budget narratives. Sub-recipients are advised that RIDOH is not responsible for any expenses incurred by the Sub-recipient prior to the Purchase Order Release. A signed contract alone does not authorized work to begin.

16.2 DETAILED BUDGET (Appendix C) AND BUDGET NARRATIVE (Appendix D)

The sub-recipient must prepare a detailed budget using Appendix C - *Detail Budget Form* for an 18-month term. Sub-recipients must provide a Budget Justification for all expenses included on Appendix A.

The sub-recipient must submit a budget and budget narrative (Appendix D) for the first 18- month period. Submitted budget and supporting documentation must appropriately reflect the sub-recipient's financial capacity to implement the project in a timely manner. Clearly identify a cost-effective budget. Line items are to be accurate and consistent with achieving objective and program activities.

In the Budget Narrative, please detail need for proposed expense for the 18 months. The budget narrative must be descriptive and complete.

Sub-recipients must also complete Appendix E - *RIDOH Risk Assessment – Pre Contract Uniform Grant Guidance Compliance Form* and review Appendix J - *RIDOH Contract Terms & Conditions*. By submitting a responsive proposal, the sub-recipient is agreeing to these terms and conditions which will be part of your RIDOH contract should one be awarded.

The following is a description of allowable project expenses:

Personnel: Personnel costs must be explained by listing each staff member who will be supported with MIECHV funds, name (if possible), position title, total number of hours budgeted and times hourly rate. This must include the Program Manager and Supervisor as appropriate.

Fringe Benefits: List the components that comprise the fringe benefit rate and percent per item. For example, health insurance, taxes, unemployment insurance, life insurance, and retirement plan. The fringe benefits must be directly proportional to that portion of personnel costs that are allocated to the project.

Consultants: List any individuals who are paid consultants including their position title hourly rate. All consultant hours/rates must be billed in accordance with the purchase order. Sub-recipients must provide a clear explanation as to the purpose of any consultant, how the costs were estimated, and the specific consultant deliverables.

Travel: List travel costs according to local and long distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel must be outlined. The local mileage rate must not exceed the current State local travel mileage rate (\$0.54 per mile). For long distance travel, costs must be broken out by airfare, hotel, registration, parking, ground travel, mandatory baggage fees, and food/drink.

Printing/Copying: List any printing/copying costs, especially printing/copying costs associated with ensuring that families served have access to high quality printed informational materials.

Office Supplies: List the items that the project will use. In this category, separate office supplies from educational purchases using a sub line item for each. Office supplies include pencils, pens, paper, etc. Educational supplies include pamphlets, educational videos, and HFA-specific supplies – such as family support materials – that are essential to ensuring model fidelity.

Telephone/Internet/Fax: List any costs associated with telephone, internet and fax services.

Equipment: List equipment costs and provide justification for the equipment needed to carry out project goals. Extensive justification is required when requesting funds for the purchase of computers and furniture items. Definition of equipment: a unit cost of \$5,000 or more and a useful life of one or more years. The budget may include the cost of desk top computers, laptops or notebooks, and cell phones for all HFA staff. The budget must also include the cost of a color printer/copier (or professional printing costs) to ensure that printed informational materials provided to families are high quality.

Postage: List any costs associated with postage, especially postage costs associated with mailings to referrals sources and families served by the program.

Training/Professional Development: List any training/professional development costs for staff, including consultants if applicable

Other: Put all costs that do not fit into any other category into this category and provide an explanation of each cost in this category. Sub-recipients may include the cost of access accommodations as part of their project's budget, including sign interpreters, plain language and RIDOH literate print materials in alternate formats and cultural/linguistic competence modifications such as use of cultural brokers, translation or interpretation services at meetings.

Subcontracts: Subcontracts are not an allowable expense under the MIECHV Program. Indirect costs: Indirect cost calculations can only be included if the sub-recipient has a federally approved indirect cost rate. The indirect cost rate must be up to date and attached to the application as part of the budget. If an sub-recipient does not have a federally approved indirect cost rate, they may use the “de minimis” flat rate of 10%, breaking out costs as individual line item expenses for the administration of the program. The costs must be accompanied by a description of the methodology used to arrive at each itemized administrative cost. Total may not exceed 10%.

Duplication of Services/Cost Avoidance

Sub-recipients must be certain to assure RIDOH that the funds to be utilized associated with this scope of work are not duplicated in other areas of the sub-recipient. These funds are specific to the agreed-upon scope of work via this contract and therefore should be utilized to service populations in need as specified in the RFP.

Budget Narrative: The budget narrative must clearly explain the purpose of each item listed in the financial budget and include a description of matching funds that represent no less than 10% of the total proposed budget. Please refer to the Sample Budget Narrative (Appendix D) for further guidance.

a. Justification of Project Expenses

The budget narrative must clearly explain the purpose of each line item listed in the financial budget.

b. Matching Funds

The budget narrative must include a description of matching funds that represent no less than 10% of the total proposed budget. These funds may be in-kind.

SECTION 17: EVALUATION AND SELECTION OF SUB-RECIPIENTS

Proposals will be reviewed by a Technical Review Committee comprised of staff from the RIDOH’s Division of CHE. To be eligible for funding under this RFP, the Technical/Cost Proposal must receive a minimum of 70 out of a maximum of 100 points (70%). Proposals scoring less than 70 points will not qualify for further consideration. Points will be assigned based on the sub-recipient’s clear demonstration of abilities to apply appropriate strategies to complete the work, create innovative solutions and quality of past performance in similar projects. Sub-recipient may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

RIDOH reserves the exclusive right to select the organization it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s). Proposals will be reviewed and scored based upon the following criteria:

**Scoring Criteria Service Provider Model
Review Score Sheet**

Sub-recipient: _____

Reviewer: _____

Total Score: _____

Strengths:

Weaknesses:

Scoring for Family Visiting through the Maternal, Infant and Early Childhood Family Visiting Program

Criterion	Points	Points
-----------	--------	--------

	<i>possible</i>	<i>given</i>
Sub-recipient has clearly described which family visiting model(s) they are applying to provide, which community (ies) they are applying to provide services in and has applied to provide an appropriate number of slots per model.	4	
Sub-recipient is located within the community(ies) it is proposing to serve	2	
Sub-recipient has demonstrated experience working with the priorities populations for family visiting through the Maternal, Infant and Early Childhood Family Visiting Program	1	
Sub-recipient has demonstrated active relationships with primary care providers/ medical homes and other child serving agencies in their communities that the Maternal, Infant and Early Childhood Family Visiting Program prioritize for services.	3	
Total	10	

Cultural Competence and Culturally and Linguistically Appropriate Services (Section 4)

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
The policies and procedures provided by the sub-recipient adequately address Section 4.3, items i – v.	4	
Sub-recipient has a Memorandum of Understanding or contract with an interpreting and translating service or has provided a plan for securing such services.	Required	
Sub-recipient demonstrates evidence of Sub-recipient and Program Orientation		
Sub-recipient demonstrates a system for ongoing Professional Development and Training both within the organization and outside of the organization		
Total	4	

Capacity to accept referrals (Section 3.5)

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Quality of evidence provided by sub-recipient regarding the capacity to accept referrals via phone and fax during standard business hours and to ensure that families have immediate access to information about enrollment in languages that meet their needs.	Required	
Sub-recipient has demonstrated the capacity to respond to referrals within 48 hours and/ or two business days upon receipt of referral.	Required	
Sub-recipient has demonstrated engagement rates of greater than 60% when implementing previous home visiting programs		
Total		

Model Fidelity (Section 11.1, Appendices F-I)

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Quality of evidence provided by sub-recipient regarding their understanding and/ or experience they have with the model they are applying to provide.	4	
Sub-recipient has described how the model they are applying to provide complements sub-recipient's mission.	2	
Plan for hiring appropriate staff for each model and the community (ies) they are	4	

applying to serve. Sub-recipient has previously demonstrated staff retention rates of greater than 50% for supervisors and staff Sub-recipient has previously demonstrated retention rates of 50-60% for families when they have implemented home visiting programs		
Total	10	

Community Collaboration (Section 11.4)

Criterion	Points possible	Points given
Quality of current community partnerships and collaborations and how agencies currently integrate their services within their sub-recipient and within other agencies that serve children and families. Sub-recipient has signed MOA's with a wide array of local community partners Sub-recipient has demonstrated participation in Local Implementation Teams, Home Visiting Network or other community collaborations.	5	
Total	5	

Data Systems and Entering Data (Section 12)

Criterion	Points possible	Points given
Quality and depth of infrastructure and information technology support within sub-recipient to support required data system(s).	4	
Demonstrated ability of sub-recipient to enter data within specified timeframes for each model.	2	
Sub-recipient has provided an adequate, detailed written plan for information management.	5	
Sub-recipient maintains signed releases for sharing of information.	required	
Quality of written policies and procedures regarding confidentiality, security and integrity of information. Sub-recipient has mechanisms to safeguard records and information.	5	
Total	16	

Continuous Quality Improvement Plan (Section 13)

Criterion	Points possible	Points given
Comprehensiveness of sub-recipient's Continuous Quality Improvement Plan related to MIECHV and the sub-recipient as a whole.	4	
Sub-recipient can demonstrate the ongoing use of data for Continuous Quality Improvement	3	
Total	7	

Qualified Entity (Section 6)

Criterion	Points	Points
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	<i>possible</i>	<i>given</i>
Sub-recipient has provided a description of their current organizational structure, including an organizational chart. Demonstrates how MIECHV is integrated within overall organizational structure.	2	
Sub-recipient has clearly demonstrated that it has the financial ability to integrate data from all necessary client and financial accounting systems	4	
Total	6	

Cost Proposal and Budget (Section 16.2 and Appendix C-D)

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Sub-recipient submitted a W-9 form with their application.	1	
Sub-recipient has provided a budget using the template provided by RIDOH for each model they are applying to provide.	6	
Sub-recipient has submitted a detailed budget narrative explaining each line item in detail.	6	
The cost per model for each model a sub-recipient is applying to provide is close to the average cost per family for each model.	6	
Sub-recipient has committed to providing additional funding, with a minimum of a 10% verifiable sub-recipient match to support its sub-recipient's implementation of the Maternal, Infant and Early Childhood Family Visiting Program.	6	
Total	25	

Human Resources, Staffing (Section 9)

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Sub-recipient has demonstrated ability to provide clear information to staff related to job performance and expectations, professional development plans and training.	3	
Sub-recipient provides an annual written performance appraisal of staff and maintains copies of all current staff license and certifications.	3	
Sub-recipient has a clear programmatic management and supervisory structure and has demonstrated the commitment to dedicated program staff.	4	
Total	10	

RIDOH and Safety, Risk Management (Section 6.3)

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Sub-recipient has described their written policies and procedures for RIDOH and safety policies, the incident review process, and protocols for identification and monitoring of safety risks, family crises, medical emergencies and difficult situations.	7	
Total	7	

_____ **Total Score (out of 100)**

SECTION 18: REPORTING REQUIREMENTS

RIDOH must meet its obligation to monitor and assure that the requirements of the contracts to be awarded under these standards are met. The following reporting and billing criteria have been established:

- Sub-recipient will bill monthly (bills must be received by the 10th day of the month for services provided the prior month) for services rendered in accordance with RIDOH requirements.
- Sub-recipient must comply with federal and state standards to safeguard the use of funds. Documentation and records of all income and expenditures must be maintained as required.
- Sub-recipient must request approval, in writing, from RIDOH for any changes in the agency's approved budget before such changes are made.
- Sub-recipient will document all activities related to this initiative and make them available to RIDOH when requested, for purposes of monitoring or quality assurance.
- Provide documentation of general liability insurance covering the services provided annually and/or upon request.

SECTION 19: REQUIRED ATTACHMENTS

- Attachment 1: Copy of 501(c)(3) Non-Profit Status
- Attachment 2: A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
- Attachment 3: Sub-recipient Cover letter
- Attachment 4: Sub-recipient Information Page
- Attachment 5: Project Budget
- Attachment 6: Budget Narrative
- Attachment 7: Staff resumes and job descriptions
- Attachment 8: DUNS number and an active registration in the federal System for Award Management (SAM)

All federal grant subawardees must have an organizational DUNS number and an active registration in the federal System for Award Management (SAM). A hard copy of your organizational SAM registration must be included in your proposal.

Instructions to print out your organizational DUNS registration:

1. Go to the SAM web site at <https://www.sam.gov>
2. Select Search Records
3. Enter your DUNS number in the DUNS Number Search box, and select Search
4. On the search results, click the View Details box for your entity
5. On the left menu, select Entity Record
6. Select the Print button on the right to make a hard copy of the record

If your organization does not currently have a DUNS number, please follow the instructions below to obtain a DUNS number and register your organization in SAM prior to submitting your proposal.

STEP 1: Obtain DUNS Number

If requested by phone (1-866-705-5711), DUNS is provided immediately. If your organization does not have one, you will need to go to the Dun & Bradstreet website at <http://fedgov.dnb.com/webform> to obtain the number. DUNS number Webform requests take 1-2 business days.

STEP 2: Register with SAM

If you already have a TIN, your SAM registration will take 3-5 business days to process. If you are applying for an EIN, please allow up to 2 weeks. Ensure that your organization is registered with the System for Award Management (SAM) at <https://www.sam.gov>. If your organization is not, an authorizing official of your organization must register. SAM registration takes three to five business days or up to two weeks. When your registration is complete, follow the instructions above to print your registration record and include it in your proposal.

SECTION 20: CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract, or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State may, at its sole option, elect to require presentation(s) by sub-recipients clearly in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

SECTION 21: APPENDICES

Attached

Appendix A - PROPOSAL CHECKLIST

Name of Sub-recipient Organization: _____

- ☐ The proposal is written according to the RFP specifications.
- ☐ The proposal is typed, 12 Times Roman or an equivalent font, English, double-spaced, paginated, 1-inch margins, one-sided, and submitted in the proper sequence, adhering to the following outline:
 - ☐ Proposal Checklist
 - ☐ Sub-recipient Description (no more than 2 pages)
 - ☐ Project Narrative (no more than 8 pages)
 - ☐ Attachments as required and needed

REQUIRED ATTACHMENTS

- ☐ Attachment 1: Evidence of Non-Profit Status (copy of 501c3)
- ☐ Attachment 2: Completed and signed W-9
- ☐ Attachment 3: Sub-recipient Cover Letter (1 Page)
- ☐ Attachment 4: Sub-recipient Information Form
- ☐ Attachment 5: Project Budget (1 page)
- ☐ Attachment 6: Project Budget Narrative (1 page)
- ☐ Attachment 7: Staff Resumes and Job Descriptions
- ☐ Attachment 8: DUNS # and Organizational SAM Registration

Appendix B – SUB-RECIPIENT INFORMATION PAGE

Organization/Sub-recipient Name:		
Street Address:		FEIN #:
City/Town:	State: Rhode Island	Fax:
Phone:	Zip Code:	Website Address:
Organization Executive Director Name:		Phone & Extension #:
Organization Fiscal Administrator Name:		Phone & Extension #:
Project Contact Name:		Phone & Extension #:
Project Contact Email:		Amount Requested:

Organization/Sub-recipient Authorized Signature

Title

Date

Appendix C - SAMPLE BUDGET WORKSHEET

Use this format to submit your budget. All items included in this Budget Form must be fully explained in the Budget Narrative. The Organization In-Kind Contribution may not be less than 10% of the requested funding.

Category			
Personnel (Name, Title)	Hourly Rate	Total # of Hours	Total
Fringe Benefits (provide breakdown of fringe benefits)	Fringe % Rate		Total
	%		
	%		
	%		
	%		
	%		
	%		
Consultants (Name and Description of Service, Cost)			\$
In-State Travel	.54 per mile @ # of miles		\$
Out of State Travel (Name, Breakdown of costs)			\$
Training/Professional Development			\$
Printing/Copying			\$
Office Space			\$
Telephone/Fax/Internet			\$
Education Materials			\$
Equipment			\$
Postage			\$
Supplies-Office			\$
Supplies – Educational			\$
Other: (if your expense does not fit into a category above please list and specify below)			\$
Other: Family Check Up Costs			\$
Indirect Costs/Admin Costs*			
10% verifiable match will come from			
Total Request			

*If including indirect charges in the budget, a copy of your federally approved indirect rate must be attached. If you do not have a federally approved indirect rate, you may charge a 10% de minimus rate.

Appendix D - SAMPLE BUDGET NARRATIVE WORKSHEET

(Please use the following sample as a guide only)

A. Justification of Budget Expenses

- Personnel -
 - Joe Smith, Project Director (PD) - This position is needed to provide overall administrative oversight for the project. 35 hours per week @ \$30/hour.
 - Mary Jones, Program Coordinator - This position is needed to provide coordination for the daily activities of the project. 20 hours per week @ \$25/hour.
- Fringe Benefits - Taxes and fringe @ 30% are calculated as follows: Social Security 6.20%, Medicare 2.45%, Workmen's Comp 4.54%, Unemployment Insurance 4.46%, Dental Insurance 1.00%, Life Insurance .68%, Pension 10.67%.
- Consultants:
- In-of-State Travel– Reimbursement for mileage expenses @ \$0.54/mile. Reimbursement for transportation to and from Kick Butts Day-Zombie Walk and World No Tobacco Day.
- Out-of-State Travel – Reimbursement for Project Director to attend the bi-annual tobacco control conference sponsored by the CDC (provide details of expenses).
- Supplies - Supplies as needed for outreach and event include poster boards, Kick Butts Day make-up, make up remover, folders, markers.
- Other - bus passes for youth, stipends at \$20/per event per 10 teens to support activities of the grant.

B. Possible Future Sources of Funding

During the program year, we will apply for funding from the following foundations. Please list any other funding sources.

Appendix E – RIDOH Risk Assessment

Instructions: RFP Sub-recipients please complete the following financial review. This information will aid in determining the specific risks imposed by passed through federal funds based on Uniform Grant Guidance section 200.331.

Grading: For each question, answer according to the code listed at the end of the question. **Yes/No/or High/Medium/Low/Not Applicable**. Use the numerical guide below to grade the answer in the “Numerical Grade” box below. Total the right column for the entity’s total score. **High Risk =5 Points, Medium Risk =3 Points, Low Risk =0 Points, Yes =0, No = 5, NA =0**

Financial Review		
Question	Answer/Explanation	Numerical Grade
SAM.GOV Is the entity registered with Sams.Gov? (Y/N)		
If yes, is the entity debarred, suspended, proposed for debarment, or declared ineligible? History on the List? (H/M/L/NA)		
Audit / Fiscal Statements Has the Department received the entity’s formal audit or financial statements in the past 12 months? (Y/N)		
If yes, are there significant audit findings. (H/M/L/NA)		
If yes, was the corrective action plan followed and implemented by the entity? (Y/N)		
Staffing Has the Financial Staff had high turnover in the past 12 months? (H/M/L/NA)		
System Changes Does the entity plan on changing the accounting or billing system in the near future or are they currently changing their system? (H/M/L/NA)		
Legal Risk Has the entity been in legal trouble in the past 12 months? I.e. Personnel arrested for embezzlement, bankruptcy, etc. (H/M/L/NA)		
Has the entity been investigated in the past 12 months? I.e. investigated by state or federal agencies, media exposé, etc. (H/M/L/NA)		
Total Score		

Appendix F: Family Check Up

Program Model Overview

Theoretical Model

The Family Check-Up (FCU) model is the cornerstone of a more general intervention framework referred to as an Ecological Approach to Family Intervention and Treatment (EcoFIT). FCU is designed to encourage parents to engage in parenting practices that support child and adolescents needs. The model is appropriate for families with children from age 2-17 years old. In contrast to traditional clinical models, FCU utilizes a RIDOH maintenance model involving regular periodic contact between client and provider to prevent problems proactively. In Rhode Island, Family Check Up will provide services until a child turns five.

Program Model Components

FCU is comprised of three sessions that typically occur within the home. The first session is an interview with the family. In the second session, a comprehensive, ecological family assessment will be performed to identify the family's needs and strengths. The last session is the feedback session, provider and parents meet to discuss the family's needs and goals for follow up services. Following these three sessions, the Everyday Parenting curriculum provides a basis for more intensive parenting support. The FCU model involves yearly "check-ups," which provide clinicians with the opportunity to track family and child behavior over time and continue to motivate families to change persistent areas of difficulty.

Target Population

The target population for this model is families with children from birth to five with risk factors including socioeconomic; family and child risk factors for child conduct problems; academic failure; depression; and risk for early substance use.

Where to find out more

The Child and Family Center Family Check-Up Institute
195 West 12th
Eugene, OR 97401-3408
Phone: (541) 346-4805
Fax: (541) 346-4858

Appendix G: Everyday Parenting Curriculum (EPC) Provider Requirements

1. Attend EPC training workshop or any equivalent course
2. Must have at least one videotaped EPC session that scores 4 or higher (competent range) on each of the COACH indicators as rated by an expert consultant in two of the following EPC domains:
 - Positive behavior support
 - Limit setting
 - Relationship building
3. Recertification is every 3 years and requires that providers submit videotapes of two EPC sessions across two EPC domains that score 4 or higher (competent range) on each of the COACH indicators as rated by an expert consultant.

Providers who are seeking to FCU certification and EPC endorsement, there are advantages for getting FCU certified before pursuing EPC endorsement; however, this is not required.

Appendix H: Standardized tools for use in the Maternal, Infant and Early Childhood Family Visiting Program

All certified Maternal, Infant and Early Childhood Family Visiting Program providers are required to use these tools, in addition to other model specific tools that may be required as specific time periods as mandated by RIDOH and/ or the specific models. RIDOH will work with certified providers to provide these tools directly to agencies. The individual evidence based models may use additional required tools that are not mentioned below.

Ages and Stages Questionnaire (ASQ-3)

The Ages and Stages Questionnaire is a tool that measures a child's performance in five developmental subscales. It is based on parent report.

Ages and Stages Questionnaire: Social Emotional (ASQ:SE)

The Ages and Stages Questionnaire: Social Emotional measures a child's social behavior, emotion regulation and emotional well-being. It is based on parent report.

Alcohol Use Disorders Identification Test (AUDIT)

The Alcohol Use Disorders Identification Test screens for hazardous/ risky drinking, harmful drinking or alcohol dependence. It is a ten item self-report screening questionnaire.

Drug Abuse Screening Test (DAST-10)

The Drug Abuse Screening Test screens for use/ abuse of illicit drugs. The self-report screening questionnaire identifies individuals who are abusing drugs and the degree of problems related to drug use and misuse.

Patient RIDOH Questionnaire-9 (PHQ-9)

The Patient RIDOH Questionnaire-9 measures depressive symptomology and is based on mother/ caregiver's self report.

HOME Observation for Measurement of the Environment Inventory (HOME)

The HOME Observation for Measurement of the Environment Inventory measures the quality and quantity of stimulation and support available to a child in the family environment. It is composed of 45 items among six subscales.

Appendix I: RI Department of RIDOH- MIECHV Benchmark Plan
Revised December 27, 2013

Proposed Indicator			Indicator Type
Benchmark I. Improved Maternal and Newborn RIDOH			
1.1	Prenatal Care	Percentage of pregnant women enrolled in the program that received an “adequate” or “adequate plus” number of prenatal care visits from entry into the program to delivery of child as measured by the Kotelchuck index	Outcome measure
1.2	Pre and post-natal use of tobacco*	Percentage of mothers enrolled in the program who smoke/ use tobacco products that receive a brief tobacco cessation intervention and/ or who receive referrals (RIDOH will report on this construct)	Process measure
1.3	Preconception Care	Percentage of women enrolled in the program that discussed preconception RIDOH with a RIDOH care worker during a RIDOH care visit within 6 months postpartum	Outcome measure
1.4	Inter-birth Interval	Percentage of women who enroll in the program prenatally through one month postpartum that are using an appropriate form of birth control at 6 months postpartum	Outcome measure
1.5	Screening for Maternal Depression	Percentage of women enrolled in the program that have been screened for maternal depressive symptoms within 4 weeks postpartum using the Patient RIDOH Questionnaire-9 (PHQ-9)	Process measure
1.6	Breastfeeding	Percentage of women enrolled who report exclusively breastfeeding their index child at 12 weeks of age	Outcome measure
1.7	Adequacy of well-child visits	Percentage of index children who are up-to-date on a schedule of age-appropriate preventative and primary RIDOH care according to RI’s Early Periodic Screening Diagnosis and Treatment (EPSDT) schedule for well child care visits for children 6	Outcome measure
1.8	Maternal and Child RIDOH Insurance Coverage	Percentage of mothers and index children who obtain and/ or maintain RIDOH insurance	Outcome measure
1.9	Maternal RIDOH Insurance Coverage*	Percentage of enrolled women (mothers) with RIDOH insurance (RIDOH will collect this data and report its outcome as part of a larger construct that includes child health insurance)	Outcome measure
1.10	Child RIDOH Insurance Coverage*	Percentage of index children with RIDOH insurance (RIDOH will collect this data and report its outcome as part of a larger construct that includes maternal health insurance)	Outcome measure
1.11	Pre and post-natal use of alcohol*	Percentage of mothers enrolled in the program who score positive on the Alcohol Use Disorders Identification Test (AUDIT) that receive a brief intervention and/ or who receive referrals (RIDOH will collect data for this construct, but report on tobacco use)	Process measure

1.12	Pre and post-natal use of illicit drugs*	Percentage of mothers enrolled in the program who score positive on the Drug Abuse Screening Test (DAST-10) that receive a brief intervention and/ or who receive referrals (RIDOH will collect data for this construct, but report on tobacco use)	Process measure
Benchmark II. Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits			
2.1	Decrease in visits for children to the emergency department from all causes	Percentage of visits by children enrolled in the program to the emergency department from all causes	Outcome measure
2.2	Decrease in visits for mothers to the emergency department from all causes	Visits by mothers enrolled in the program to the emergency department from all causes	Outcome measure
2.3	Increase in information provided or training of participants on prevention of child injuries	Percentage of mothers/caregivers provided information and/or trained on specific topics such as safe sleep, shaken baby syndrome, passenger safety, etc. while enrolled	Outcome measure
2.4	Decrease in incidence of child injuries requiring medical treatment	Percentage of index children enrolled in the program that required medical care outside of the index child's primary medical home for preventable and/ or avoidable injuries	Outcome measure
2.5	Decrease in reported suspected maltreatment of children in the program (screened but not necessarily substantiated)	Percentage of index children that were reported to the RI Department of Children Youth and Families (DCYF, the State's child welfare agency) for suspected maltreatment *Amended August 2013	Outcome measure
2.6	Decrease in reported substantiated, indicated maltreatment of children in the program (substantiated/ indicated/ alternative response victim)	Percentage of index children that were reported to the RI Department of Children Youth and Families (DCYF, the State's child welfare agency) for substantiated, indicated maltreatment of children in the program (substantiated/ indicated/ alternative response victim) *Amended August 2013	Outcome measure
2.7	Decrease in first time victims of maltreatment for children in the program	Percentage of index children enrolled in the programs that were first time victims of maltreatment *Amended August 2013	Outcome measure
Benchmark III. Improvements in School Readiness and Achievement			
3.1	Parent support for children's learning and development	(1) Parent's support for children's learning and development as measured by the HOME. (2) Percentage of enrolled families whose HOME scores for both children's learning and development improve or remain the same from index child is 6 months of age to 18 months of age. *Amended August 2013	Outcome measure
3.2	Parent knowledge of child development and their child's development progress	(1) Parent knowledge of child development and their child's developmental progress as measured by the HOME. (2) Percentage of enrolled families whose HOME scores improve or remain the same from index child is 6 months of age to 18 months of age. *Amended August 2013	Outcome measure

3.3	Parenting behaviors and parent child relationship	(1) Parenting behaviors and parent-child relationship, (e.g., discipline strategies and play interactions) as measured by the HOME. (2) Percentage of enrolled families whose HOME scores on both parenting behaviors and parent-child relationship improve or remain the same from index child 6 months of age to 18 months of age. *Amended August 2013	Outcome measure
3.4	Parent emotional well-being or parenting stress	Percentage of women enrolled in the program that have been screened for maternal depressive symptoms within 4 weeks postpartum using the Patient RIDOH Questionnaire-9 (PHQ-9)	Outcome measure
3.5	Child communication, language and emergent literacy	Index children screened in Communication as measured by the Ages and Stages Questionnaire and referred and evaluated as appropriate	Process measure
3.6	Child's general cognitive skills	Index children screened in Problem Solving as measured by the Ages and Stages Questionnaire and referred and evaluated as appropriate *Amended August 2013	Process measure
3.7	Child's positive approach to learning, including attention	Index children screened in child's positive approach to learning, including attention as measured by the Ages and Stages Questionnaire: SE and referred and evaluated as appropriate *Amended August 2013	Process measure
3.8	Child's social behavior, emotion regulation and emotional well-being	Index children screened in social behavior, emotion regulation, and emotional well-being as measured by the Ages and Stages Questionnaire: SE and referred and evaluated as appropriate *Amended August 2013	Process measure
3.9	Child's physical RIDOH and development	Index children screened in Gross Motor and Fine Motor skills as measured by the Ages and Stages Questionnaire and referred as appropriate *Amended August 2013	Process measure
Benchmark IV. Domestic Violence			
4.1	Screening for domestic violence	Percent of families that have been screened for domestic violence during the enrollment period	Process measure
4.2	Of families identified for presence of domestic violence, number of referrals made to relevant domestic violence services (shelters, food pantries)	Percent of families enrolled in the program identified with a presence of domestic violence that have been referred to relevant domestic violence services	Process measure
4.3	Of families identified for presence of domestic violence, number of families with a safety plan completed	Percent of families enrolled in the program identified with a presence of domestic violence that have a safety plan completed	Outcome measure
Benchmark V. Family Economic Self-Sufficiency			
5.1	Household income and/or benefits	Percentage of enrolled families who increase their total amount of income from employment, income from public systems and/ or the value of in-kind benefits the family	Outcome measure

		receives	
5.2	Employment or education of adult members of the household	Percentage of mothers enrolled in the program that are not employed that participate in an educational program	Outcome measure
5.3	RIDOH Insurance Status	Percentage of mothers and index children who obtain and/ or maintain RIDOH insurance within three months of program enrollment.	Outcome measure
Benchmark VI. Coordination and Referrals for Other Community Resources and Supports			
6.1	Number of families identified for necessary services	Percent of families screened for necessary services. Necessary services include: ____ Domestic Violence/ IPV ____ Tobacco Cessation ____ Mental RIDOH Services ____ Maternal Depression ____ Developmental Delays ____ Income and Benefits ____ RIDOH Insurance Status ____ Education/ Employment	Outcome measure
6.2	Number of families that required services and received referral to available community resources	Percent of families identified with an identified need that received an appropriate referral, when there were services available in the community	Outcome measure
6.3	Number of Completed Referrals	Percent of families enrolled in the program with referrals where receipt of referrals can be confirmed	Outcome measure
6.4	Number of Memoranda of Understanding or other formal agreements with other social service agencies in the community	Number of Memoranda of Understanding or other formal agreements with other social service agencies in the community.	Outcome measure
6.5	Number of agencies with which the home visiting provider has a clear point of contact in the collaborating community agency that includes regular sharing of information between agencies	Number of social service agencies that have a regular communication with home visitor provider, with clear point of contact and regular sharing of information between agencies.	Outcome measure

Appendix J – RIDOH Contract Terms & Conditions

The following language is included in all Contract Agreements with the RIDOH. Please read thoroughly prior to submitting your cost proposal.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also **PAR. 35. - GOVERNING LAW** for further governing law issues. All ADDENDA referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of RIDOH, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR § 200.300). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 2 CFR § 200.301, monitoring and reporting program performance 2 CFR § 200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. RIDOH shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, RIDOH shall be given reasonable access to all activities related to this Agreement.

In accordance with 2 CFR § 200.331 (d) RIDOH will:

Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- 1) Reviewing financial and performance reports required by the pass-through entity.
- 2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- 3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

RIDOH may request at any time additional monitoring, reporting, site visits, and audits in accordance with 2 CFR § 200.501 or if applicable "Yellow Book" audits (see Paragraph 24). All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the ____ day of _____, and shall complete performance no later than the ____ day of _____ (hereinafter the "Initial Term"), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended as stated in the RFP or bid process (hereinafter "Renewal Term(s)")* beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.

In the event RIDOH or the Contractor gives notice of its intent not to renew this Agreement, RIDOH shall have the right to extend all or any services to be performed under this Agreement for an additional period of one hundred and eighty (180) days, or such longer period as mutually agreed by the parties in writing.

PAR. 4. PROJECT OFFICER – RIDOH

RIDOH shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by RIDOH to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The Project Officer shall notify RIDOH in writing immediately, and seek approval from RIDOH, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of RIDOH.

PAR. 6. BUDGET

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

PAR. 7. METHOD OF PAYMENT AND REPORTS

RIDOH will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. RIDOH acknowledges and agrees that any increase in expenses due to delays by RIDOH which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement shall be subject to termination under any of the following conditions:

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
RIDOH may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
 1. Materially fails to perform the services within the time specified or any extension thereof; or
 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 3. Materially breaches any provision of this Agreement.Termination, at the option of RIDOH shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of RIDOH
RIDOH may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of RIDOH, become its property. If the agreement is terminated by RIDOH as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.
- d) Availability of Funds
It is understood and agreed by the parties hereto that all obligations of RIDOH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall RIDOH be liable for any payments hereunder in excess of such available and appropriated funds. In the event

that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, RIDOH shall notify the Contractor of such reduction of funds available and RIDOH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle RIDOH to compensation for anticipated profits for unperformed work.

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which RIDOH has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to RIDOH in the manner and to the extent directed by RIDOH's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case RIDOH shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by RIDOH.
5. With the approval or ratification of RIDOH's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of RIDOH's project manager must be obtained. Final approval by RIDOH shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to RIDOH (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by RIDOH's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by RIDOH for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to RIDOH shall offset any shutdown expenses to RIDOH.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to RIDOH and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, RIDOH, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of RIDOH. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by RIDOH at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, RIDOH shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to RIDOH in form acceptable to RIDOH.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this agreement; and

- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the agreement is terminated for default, following a reasonable notice and cure period not to exceed thirty (30) days unless agreed to by both parties, RIDOH may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor prior to termination of this Agreement and will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to RIDOH for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to RIDOH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by RIDOH to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by RIDOH due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The imposition of liquidated damages shall not limit RIDOH's rights to pursue any other non-monetary remedies available to it.

RIDOH may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as RIDOH's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. RIDOH's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of RIDOH's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement. In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, RIDOH may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

- a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon RIDOH's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by RIDOH and to demonstrate that other project schedules will not be affected. Upon written notice by RIDOH's project manager of RIDOH's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of RIDOH's project officer without affecting other project schedules. RIDOH's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the state or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

RIDOH's options at termination

In the event RIDOH terminates this contract pursuant to this paragraph, RIDOH may at its option:

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as RIDOH's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of RIDOH to pursue any other legal remedies against the Contractor.

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, RIDOH may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to RIDOH for damages sustained by RIDOH by virtue of any breach of the Agreement by the Contractor, and RIDOH may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RIDOH from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

RIDOH may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by RIDOH and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special Projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

Special Projects are defined as additional services available to RIDOH on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

PAR. 11. SUBCONTRACTS

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of RIDOH. If in **ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by RIDOH and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of RIDOH. Approval of RIDOH for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and RIDOH. Approval by RIDOH of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to RIDOH for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor.

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of RIDOH's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors") harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the

extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this agreement shall limit the Contractor's liability to indemnify the State for infringements by the Contractor of any intellectual property right.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled "Governmental Tort Liability."

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of RIDOH and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to RIDOH upon request.

The Contractor's written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or RIDOH, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO RHODE ISLAND DEPARTMENT OF RIDOH SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND ADDENDUM VI - NOTICE TO RHODE ISLAND DEPARTMENT OF RIDOH SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the RI Department of RIDOH for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 14. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from RIDOH under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to RIDOH.

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 day notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to RIDOH such indemnity rights as it receives from such third party ("third party obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the third party obligation, the Contractor will provide RIDOH with indemnity protection equal to that called for by the third party obligation, but in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by RIDOH. Unless a third party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. RIDOH will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, RIDOH shall permit the Contractor at its option and expense either to procure for RIDOH the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by RIDOH shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist RIDOH in procuring substitute deliverables or software. If, in the sole opinion of RIDOH, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, RIDOH shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums RIDOH has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to RIDOH under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement that is based upon:

- The combination or utilization of deliverables furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
- The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of the Contractor-supplied operating software; or
- The modification by RIDOH of the equipment furnished hereunder or of the software; or
- The combination or utilization of software furnished hereunder with non-Contractor supplied software.

The Contractor certifies that it has appropriate systems and controls in place to ensure that RIDOH funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH.

PAR. 16. PARTNERSHIP

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of RIDOH.

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to RIDOH in writing and then subsequently obtaining approval, in writing, from RIDOH, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDOH. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**.
<https://www.cfda.gov/>

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Contractor is required to review and update the FFATA form, this must be provided to RIDOH 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to RIDOH. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 19. FUNDING DENIED

It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDOH due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. Should the Contractor be liable for the amount of the denied funding, then such amount shall be payable upon demand of RIDOH.

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

The parties agree that in regards to fixed price portions of the contract, the state's access to the Contractor's books, records and documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice. In no event will the state have access to the Contractors internal cost data as they relate to fixed price portion of the contract.

PAR. 21. CAPITAL ASSETS

The Contractor agrees that any capital assets purchased on behalf of RIDOH on a pass-through basis and used on behalf of RIDOH by the Contractor shall upon payment by RIDOH, become the property of RIDOH unless otherwise agreed to by the parties and may be utilized by the Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by RIDOH, the Contractor agrees to execute and deliver to RIDOH a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by RIDOH).

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of RIDOH which are made under this Agreement in excess of five thousand dollars (\$5,000) or an aggregate of five thousand dollars (\$5,000) for any like items during the time of performance of

this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of RIDOH for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected RIDOH information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by RIDOH laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to RIDOH.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by RIDOH or to which the Contractor has access to for the performance of this Agreement is the sole property of RIDOH and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of RIDOH. Further, the Contractor expressly agrees to forthwith return to RIDOH any and all said data and/or information and/or confidential information and/or database upon RIDOH's written request and/or cancellation and/or termination of this Agreement.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with RIDOH confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("Confidential Records" are the records as defined in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of RIDOH records.")

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR § 200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential RIDOH care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental RIDOH Law,

R.I. General Laws Chapter 40.1-5-26; Confidentiality of RIDOH Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq., and HIPAA 45 CFR 160. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within forty-eight (48) hours, notify RIDOH's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "RIDOH Information Technology for Economic and Clinical RIDOH Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid RIDOH in examining the matter. More complete and detailed information shall be provided to RIDOH as it becomes available to the Contractor.

Upon notice of a suspected security incident, RIDOH and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of RIDOH and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by RIDOH's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by RIDOH.

Nothing herein shall limit RIDOH's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for RIDOH, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described financial statement(s) within ten (10) days of RIDOH's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for RIDOH, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to RIDOH.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for RIDOH, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to RIDOH.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 – BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (2 CFR 200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR § 200.501 (h), "for-profit" entities shall conduct a "Yellow Book" audit annually by a Public Accounting Firm in accordance with Government Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the state or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to RIDOH within a period of six (6) months from the issuance of the audit.

PAR. 25. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of RIDOH, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by RIDOH to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by RIDOH. All changes shall be documented by the Contractor and provided to RIDOH upon request. All requested changes shall comply with 2 CFR § 200.331.

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to RIDOH any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at RIDOH's option, result in termination of this Agreement.

PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor agrees to abide by **ADDENDUM XI – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

PAR. 30. CHIEF PURCHASING OFFICER

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. No modifications to this agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases.

PAR. 31. OWNERSHIP

The following additional paragraphs are added to the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to RIDOH under this Agreement, and paid for by RIDOH ("Developed Software") is and shall remain the property of RIDOH. For a period of ninety (90) days following acceptance of any developed software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a "**non-conformance**"), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of RIDOH. The foregoing warranty will not extend to any non-conformances caused (i) by any change or modification to software without Contractor's prior written consent; or (ii) by state operating software otherwise than in accordance with the applicable documentation, for the purpose for which it was designed, or on hardware not recommended, supplied or approved in writing by Contractor. Furthermore, if, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, RIDOH will return the developed software to Contractor, and Contractor will credit to the State, in a manner and on a schedule agreed to by the parties and as RIDOH's sole and exclusive remedy for such failure, an amount equal to the charges actually paid by RIDOH to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of RIDOH, the Contractor will use commercially reasonable efforts to correct an alleged non-conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor services, such correction will be paid for by RIDOH at the Contractor's then current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of RIDOH or are otherwise owned or licensed by the Contractor (collectively, "tools"); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in

the course of performing the services and may be retained by the Contractor's employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

PAR. 33. RESERVED

PAR. 34. DISPUTES

The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises between RIDOH and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. RIDOH's project officer and Contractor project officer shall use good faith efforts to resolve the dispute within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If RIDOH's Project Officer and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the RI Department of RIDOH or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAR. 35. GOVERNING LAW

This Agreement is deemed executed and delivered in the City of Cranston, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by the Bid Specifications.

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Department of RIDOH, Department of Administration, and/or by any third party designated by the RI Department of RIDOH.

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described Business Continuity Plan within ten (10) days of RIDOH's request.

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and RIDOH shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on.

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

PAR. 43. SURVIVAL

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

PAR. 44. ADDITIONAL APPROVALS

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.